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10 UNITED STATES DISTRICT COURT
11 DISTRICT OF NEVADA
12

13 MICHAEL MINDEN & THERESA MINDEN,

14 Plaintiffs,

15 v.

16 ALLSTATE PROPERTY AND CASUALTY
INSURANCE COMPANY, an Illinois
17 Corporation,

18 Defendants.
19

CASE NO. 2:21-cv-151-APG-BNW

JOINT PRE-TRIAL ORDER

20 After pretrial proceedings in this case,

21 IT IS SO ORDERED:

22 **I.**

23 This is an action for breach of contract and bad faith arising out of an insurance policy for
24 homeowners' coverage.

25 Plaintiffs' Second Amended Complaint brings forth causes of action against Defendant for
26 breach of contract, tortious breach of the implied covenant of good faith and fair dealing, and
27 contractual breach of the implied covenant of good faith and fair dealing based on damages Plaintiffs
28 allege were sustained to their residence in a loss occurring on or about September 1, 2019. Defendant

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3 filed a Motion for Summary Judgment [ECF 73] on October 31, 2022, which the Court denied in part
4 and granted in part on August 15, 2023 [ECF 98], dismissing only Plaintiffs' cause of action against
5 Defendant for contractual breach of the implied covenant of good faith and fair dealing. Thus,
6 Plaintiffs' claims for breach of contract and bad faith remain.

7 Plaintiffs' operative Complaint seeks relief in the form of general and special damages,
8 punitive damages, reasonable attorney fees and costs of suit, pre-judgment interest, post-judgment
9 interest, and for such other relief as the Court may deem just and proper.

10 Defendant maintains that it has not breached the policy with Plaintiffs in relation to any policy
11 benefits.

II.

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13 Statement of jurisdiction: This action was originated by the filing of a Complaint in the District
14 Court, Clark County, Nevada on August 31, 2020. Defendant removed the case from State Court to
15 Federal Court [ECF 1] on January 28, 2021, citing diversity between the parties and that this Court has
16 jurisdiction of the matter under 28 U.S.C. § 1332 and 28 U.S.C. § 1441(b). Pursuant to 28 U.S.C. §
17 1332, this Court has diversity jurisdiction over this matter because Plaintiffs reside in Nevada and
18 Allstate is an Illinois corporation, and the amount in controversy exceeds \$75,000.00.

III.

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20 The following facts are admitted by the parties and require no proof: At the time and place
21 Plaintiffs allege the subject loss occurred, September 1, 2019, Plaintiffs were insured by Defendant
22 with applicable dwelling protection limits of \$2,964,000.00 and personal property protection limits of
23 \$1,278,400.00. The policy provisions are incorporated herein by this reference.

IV.

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25 The following facts, though not admitted, will not be contested at trial by evidence to the
26 contrary: None at this time.

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V.

The following are the issues of fact to be tried and determined at trial:

(a) **Plaintiffs' View:**

The following issues of fact are to be tried and determined at trial include the following (among other possible issues to be presented at trial):

1. In 2003, Michael and Theresa Minden (the "Mindens" or "Plaintiffs") purchased a new high-end custom home located at 4 Highland Creek Drive, Henderson, Nevada 89052 (the "Property"), where the Mindens have since resided.
2. The Mindens have been long-time loyal customers of Allstate. Since 2003 and continued through this day, the Mindens maintained an active insurance policy over the Property through Allstate (the "Policy").
3. A sudden storm hit the Property on or around September 1, 2019, which Allstate has determined is the "time of loss."
4. At the time of loss, Plaintiffs were insured by Defendant with applicable dwelling protection limits of \$2,964,000.00 and personal property protection limits of \$1,278,400.00.
5. When water began leaking in the interior of the Property in November 2019 from rainstorms subsequent to the time of loss, the Mindens contacted Allstate on November 14, 2019.
6. On or about November 21, 2019, Allstate's claim adjuster, Adam Chavez, inspected the Property.
7. After the only inspection of the Property by Mr. Chavez on November 21, Mr. Chavez and Allstate determined to extend coverage to the Property as "sudden and accidental direct physical loss to the [P]roperty."

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- 3 8. Allstate and Mr. Chavez extended coverage for eight (8) wind-damaged roof tiles and
- 4 for all the interior damage to the Property caused by the intruding water “as sudden
- 5 and accidental.”
- 6 9. Mr. Chavez, however, concluded that the felt underlayment or membrane of the roof
- 7 was not covered by the policy because it had deteriorated due to “wear and tear . . .
- 8 allowing rain water to enter home.”
- 9 10. In order to repair the interior of the Mindens’ Property, there are three main types of
- 10 work: water mitigation (drying and removal of the water), mold remediation (treating
- 11 the mold), and repairs or restoration of the damage (fixing the damage).
- 12 11. After Mr. Chavez’s inspection on November 21, 2019, he prepared a restoration
- 13 estimate to repair the Mindens’ Property. After depreciation and the \$1,000.00
- 14 deductible, the total damage to the Mindens’ Property based on Mr. Chavez’s
- 15 restoration estimate was \$2,887.56.
- 16 12. Allstate did not issue a check to the Mindens for the \$2,887.56 at that time.
- 17 13. Allstate’s claim manual requires that payments be made promptly and does exempt
- 18 prompt payment if the insured does not authorize payment.
- 19 14. Allstate did not issue a check to the Mindens for the \$2,887.56 at that time because,
- 20 according to Mr. Chavez, “Mr. Minden never authorized me to.”
- 21 15. During his inspection, Mr. Chavez did not fully document or inform the Mindens
- 22 which tiles would be covered, and to this day, Allstate does not know which 8 tiles it
- 23 agreed to cover as required by its policies and procedures.
- 24 16. Following Mr. Chavez’ inspection, Mr. Chavez requested that an Allstate contractor
- 25 also inspect the Property for water mitigation and mold remediation and directed that a
- 26 temporary tarp to be installed over a portion of the roof of the Property.

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17. Per Mr. Chavez' request, two of Allstate's vendors or contractors – Thistle DKI and D&L Roofing – were retained to inspect the roof, including the underlayment or felt, and to tarp the roof.
18. Within a month of the claim being submitted, Allstate had its own adjustor inspect the roof of the Property and also had two roofing contractors inspecting and tarping the roof of the Property.
19. The evening of November 21, 2019, Mr. Minden sent a text message to Mr. Chavez stating, "Ceiling came down tonight off the kitchen."
20. Despite the text message from Mr. Minden, Mr. Chavez did not inspect the Property again to update his restoration estimate.
21. Mr. Chavez said he was going to arrange for a second restoration estimate prepared by an Allstate contractor.
22. Despite Mr. Chavez' notes in the claim file and telling Mr. Minden that Allstate would obtain another estimate, Allstate never obtained a second estimate to repair damage to the Mindens' Property.
23. On November 27, 2019, Allstate's contractor (Thistle DKI), which was preparing a mold remediation and water mitigation estimate, emailed Mr. Chavez stating that "Cause of loss is a roof leak in multiple areas. affecting [sic] 3 hallways master closet, master show, storage room hall closet and hall bath downstairs." Thistle DKI's email further states, "mold was found during our initial inspection" and that "[m]old removal will begin once roof is repair[ed]" as there "could be more damage."
24. Thistle DKI prepared two estimates, one for mold remediation (\$13,742.81) and another for water mitigation (\$24,506.79). Thistle DKI did not prepare a restoration estimate to repair the damage to the Property.
25. There is no evidence that Allstate sent the Mindens the water mitigation estimate of \$24,506.79 prepared by Thistle DKI.

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- 3 26. Thistle DKI's estimates and emails indicated additional damage to the Property that
- 4 was not covered by Mr. Chavez in his estimate. Despite seeing that there was more
- 5 extensive damage to the Property than originally inspected, Mr. Chavez did not inspect
- 6 the Property again and did not have another restoration estimate prepared of the
- 7 damage to the Mindens' Property.
- 8 27. After the tarping by Allstate's contractor, water continued to leak into the interior of
- 9 the Property because the tarp did not cover the entire roof and it was not secured and
- 10 the wind and elements caused the tarp and sandbags to be blown about and to
- 11 deteriorate.
- 12 28. Allstate did not reinspect the Property – or even offer to reinspect it – after the
- 13 Property incurred additional damage caused by the leaking roof and after the Mindens
- 14 paid to repair the roof.
- 15 29. On November 21, 2019, Mr. Chavez advised Mr. Minden to have a roofer come
- 16 inspect the Property and determine the cause of the damage and costs to repair.
- 17 30. Per Mr. Chavez' instructions, the Mindens arranged for a local roofing company,
- 18 Prestige Roofing, Inc. ("Prestige"), to inspect the roof and determine the cause of the
- 19 damage.
- 20 31. On November 27, 2019, Prestige informed the Mindens that the damage to the
- 21 Property was the result of exposure caused by missing or broken roof tiles that were
- 22 displaced by wind.
- 23 32. On December 13, 2019, the Mindens informed Allstate of Prestige's findings –
- 24 specifically, that extreme winds shattered and displaced roofing tiles – exposing
- 25 certain portions of the Mindens' home. In Prestige's inspection and resulting estimate,
- 26 they found a "higher" amount of tile breakage on the Mindens' roof and estimated that
- 27 600 square feet of roof tiles would have to be replaced on the Mindens' roof.

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33. Allstate was not willing to consider the findings of Prestige – that extreme winds shattered and displaced roofing tiles exposing certain portions of the Mindens’ home – based on Allstate’s early determination that leaks in the Mindens’ roof and damage to the Property was caused by “wear and tear only.” Allstate continued to maintain that it would only cover 8 wind-damaged tiles on the roof and all of the interior damage.

34. In late January 2020, Allstate decided to close or suspend the Mindens’ claim because Mr. Minden purportedly did not return one phone message left by Mr. Chavez in one week.

35. On January 29, 2020, Allstate sent a letter to the Mindens stating, “We’ve been unable to reach you regarding the claim you filed under Allstate Property and Casualty Insurance Company 00098637067 on November 14, 2019. As a result, we’ve temporarily suspended your claim.”

36. On the same day, however, Allstate sent another letter to the Mindens stating, We appreciate the time you’ve spent assisting us with your claim. To recap our phone conversation about your water damage, you have decided not to accept our offer to hire a professional water removal service for your property. You declined this because you have not decided on how you would like to move forward with the claim.

We hope you will reconsider. It’s important to remove water right away after a loss because:

- Water may cause further damage
- Moisture can lead to mold formation
- Failure to remove water could lead to a full or partial denial of your claim

Your policy outlines this in “Section I – Conditions”; Paragraph – “What You Must Do After A Loss.”

This section reads in part as follows:

“In the event of a loss to property that may be covered by this policy, you must . . . Protect the property from further loss. Make any reasonable repairs to protect it. Keep an accurate record of any expenses”

If you reconsider and would like our assistance in hiring a water removal service, I’d be happy to assist.

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37. In late January/early February 2020, Allstate arranged for J&J Contracting, LLC (“J&J”), one of Allstate’s preferred vendors, to inspect the Property and provide a thorough inspection of the Property and prepare a detailed estimate of the repair costs for Allstate.

38. In late January/early February 2020, J&J’s estimator, Daniel Merritt, accompanied by one of J&J’s senior roofers, performed an inspection of the Property. In an e-mail dated February 3, 2020, Mr. Merritt from J&J wrote to Mr. Chavez at Allstate:

Adam we were called to inspect this property and found there are a lot of broken tiles on this rooftop. We want to walk this property with you one more time if you have an availability to show you what we think happened to break all of these roofing tiles. We are doing the estimate on the interior for the water damage as well but the bigger thing is to re-walk the roof with you one more time with what we think is going on there.

39. J&J discovered that over Seventy-Five Percent (75%) of the Property’s roof tiles were cracked either on the corners or straight across. Mr. Merritt specifically tested the roof tiles’ strength both by walking across tiles and picking up and dropping tiles. Mr. Merritt discovered that walking across the tiles did not cause breakage, but picking up and dropping the tiles did, suggesting that the tiles were in fact broken from harsh and severe winds.

40. The next week, Mr. Merritt e-mailed Mr. Chavez to report his findings. Specifically, in an e-mail dated February 6, 2020 from J&J to Mr. Chavez at Allstate, J&J stated,

My senior roofer and I walked this property and found that over 75 percent of this roof has broken tiles. . . . We found that walking on these tiles does not cause this as we tried, but when we attempted to lift the tile and reset it back down, breakage occurred. This is most likely caused by very high and possibly tornadic wind gusts as this is the highest house on the hill and would not receive any protection from the wind from other houses. With this being said, we would recommend a full roof replacement due to this. Please see the photos attached to this email for review. I have not generated this estimate yet pending Allstate review on what is going to be accepted.

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- 3 41. Mr. Chavez responded to J&J by claiming that the pictures provided by J&J appeared
- 4 to support Mr. Chaves's inference that the damage was actually caused by normal
- 5 "wear and tear" and "expansion and contraction" of the roof tiles over time. Allstate
- 6 was not willing to consider the findings of J&J – that extreme winds shattered and
- 7 displaced roofing tiles exposing certain portions of the Mindens' home.
- 8 42. Allstate continued to deny full coverage based on Allstate's early determination that
- 9 leaks in the Mindens' roof and damage to the Property was caused by "wear and tear
- 10 only."
- 11 43. After Allstate denied full coverage of the damages, J&J was asked to provide an
- 12 investigation for the sole purpose of determining the cause of the damages.
- 13 44. J&J returned to the Property once again, and specifically inspected the roof to
- 14 determine if the damage was the result of improper installation. Subsequently, J&J
- 15 determined that the roof tiles were, in fact, installed correctly. With improper
- 16 installation ruled out, J&J prepared a detailed report, including pictures of the properly
- 17 installed roof tiles and an estimate to repair the damages. Following this inspection,
- 18 Mr. Merritt e-mailed the Mindens with J&J's findings, which described "[the damage]
- 19 was due to a sudden wind event such as a micro burst or strong gust which would've
- 20 lifted these tiles and broke them when they laid back down." In the e-mail, Mr. Merritt
- 21 recommended a full roof replacement "as partial replacement is not and [sic] option
- 22 due to the amount damaged."
- 23 45. J&J and Mr. Merritt prepared an estimate for a full roof replacement of the Mindens'
- 24 roof totaling \$110,426.54.
- 25 46. J&J and Mr. Merritt also prepared a restoration estimate for the interior of the
- 26 Mindens' Property on or about August 13, 2020 in the amount of \$27,068.15, which
- 27 was almost 10 times more than Allstate's restoration estimate of \$2,887.56.

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47. On May 15, 2020, J&J e-mailed Allstate stating,

I did go back out to the Minden residence he asked me to write up the same report I originally wrote up for the roof tiles. But I do understand Allstate's stand on there is no way to prove that was the case or what was the case for the breakage. I do not want to be in the way of Allstate coverage determination. I do understand claim coverage has to have more compelling proof in most cases. I will not pursue that anymore and I will let Allstate make the determination on what is to be covered.

48. On May 15, 2020, Mr. Chavez sent an e-mail to George Parks at J&J, stating, "Here are not [sic] photos from the Minden roof, I really only see wear and tear. Please let me know what your thoughts are on it."

49. Allstate continued to deny full coverage of the loss despite the opinions from Prestige and J&J.

50. Throughout this time, water continued to leak into the interior of the Property because the tarp installed by Allstate's contractor did not cover the entire roof and it was not secured and the wind and elements caused the tarp and sandbags to be blown about and to deteriorate.

51. The Mindens retained Reid Rubinstein & Bogatz to negotiate coverage of the loss. On June 5, 2020, Scott Bogatz, Esq. e-mailed Allstate a demand letter concerning full coverage of the loss. The demand letter specifically addressed Allstate's denial of the coverage for the majority of the broken roof tiles as well as the underlying felt.

52. Allstate reopened the claims and transferred the Mindens' policy dispute to Allstate's claims department, where handling was assigned to Jonathan Bourne.

53. On June 17, 2020, Mr. Bourne responded to the June 5, 2020, demand letter through e-mail by maintaining Allstate's position. Mr. Bourne did not authorize full coverage of the damages described by J&J.

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- 3 54. Mr. Bourne caused payment to be issued to the Mindens in the amount of \$2,887.56,
- 4 which was for the eight (8) wind-damaged roof tiles and Allstate's estimate for the
- 5 restoration of the damage to the interior of the Property per the estimate prepared by
- 6 Mr. Chavez on November 21, 2019.
- 7 55. By June 2020, the tarp had severely deteriorated, which resulted in additional water
- 8 seeping through the roof and scraps of debris, tarp, and loose sand from the weight
- 9 bags descending throughout the Property.
- 10 56. In mid-June 2020, Allstate also denied coverage for a replacement tarp to be placed on
- 11 the roof of the Property even though the first tarp installed by Allstate's contractor was
- 12 worn and deteriorated and was not protecting the Property.
- 13 57. Allstate arranged for an engineer, Robert Bosek of EFI Global Inc. ("EFI"), to inspect
- 14 the Property. On June 30, 2020, Mr. Bosek inspected the Property including the roof.
- 15 Included in Mr. Bosek's report was a detailed description of the extensive damage to
- 16 the interior and roof of the Property.
- 17 58. Mr. Bosek's report concluded that there was no wind damage to the Mindens' Roof.
- 18 Mr. Bosek's report also included the following recommendation to Allstate: "The
- 19 roofing assembly should be tested to locate the leak locations."
- 20 59. As of July 2020, Allstate had at least four – five counting J&J – adjustors, contractors,
- 21 and/or engineers inspect the roof. Allstate never varied from the initial assessment
- 22 made by Mr. Chavez that the roof was damaged by wind on September 1, 2019, but
- 23 that Allstate would only cover 8 wind-damaged tiles on the roof, and the remainder of
- 24 the roof, including the felt or underlayment was excluded from coverage because of
- 25 wear and tear.

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- 3 60. Allstate never obtained another restoration estimate to repair the interior of the
- 4 Mindens' Property other than Mr. Chavez's November 21, 2019 estimate even though
- 5 Mr. Chavez said that Allstate would have a contractor prepare another estimate.
- 6 Allstate undeniably agreed to cover the damage to the interior of the Property.
- 7 61. Almost a year after the Mindens filed the claim, the Mindens retained Roberts Roof to
- 8 repair the roof of the Property.
- 9 62. Roberts Roof removed all the ceramic tiles and the felt or underlayment from the roof.
- 10 Roberts Roof installed a new underlayment and reinstalled the existing tiles that could
- 11 be reused. For the tiles that were broken and could not be reused, Roberts Roof
- 12 installed new tiles that do not match the existing tiles. Roberts Roof replaced about 6-
- 13 8% of the tiles on the Property or between 500-600 tiles. Thus, 92-94% of the roof is
- 14 the original tiles.
- 15 63. Allstate did not reinspect the Property – or even offer to reinspect it – after the
- 16 Property incurred additional damage caused by the leaking roof and after the Mindens
- 17 paid to repair the roof.
- 18 64. On September 6, 2022, almost three years after Mr. Chavez inspected the Property and
- 19 as discovery was coming to a close in this matter, Allstate's counsel wrote an e-mail to
- 20 the Mindens' counsel admitting for the first time that Allstate owed the Mindens
- 21 \$29,506.79 for mold remediation and water mitigation because the Mindens' finally
- 22 had this work completed.
- 23 65. The \$29,506.79 – which Allstate now admits it owes to the Mindens under the Policy –
- 24 should have been paid to the Mindens back in November or December 2019. Instead,
- 25 Allstate waited almost three years and the Mindens filing and litigating this action
- 26 before it admitted or even informed the Mindens that it owed them \$29,506.79 and
- 27 offered to pay it.

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66. As admitted by Allstate, the Mindens' damages are at least 10 times the amount Allstate paid the Mindens in June 2020 (\$2,887.56).
67. The interior of the Property suffered substantially more damage than Allstate offered to pay even though the interior damage was covered by the Policy and even though Allstate undeniably agreed to cover all the damage to the interior of the Property.
68. At the time of loss, the Property sustained substantial damage to the roof, exposing the underlying roof membrane or felt. The Mindens' roof was severely damaged by wind, which Allstate failed to cover and repair even though it was covered by the Policy.
69. Allstate's repair estimate completed on November 21, 2019 only covers a small fraction of the damage to interior and roof of the Property.
70. The extent of Plaintiffs' damages. Plaintiffs are seeking the following damages:

Description	Damage Amount
Full Replacement of Roof (MINDEN 73-188; MINDEN 16194; MINDEN 16445-16575)	\$104,279.00 - \$127,562.50
Roof Tarp by Precision Roofing (MINDEN 428)	\$4,000.00
Work performed by Kalb Industries (MINDEN 438-448)	\$20,070.00
Work performed by GSL Electric (MINDEN 16186-16188)	\$8,921.00
Work performed by Contract Carpet, Inc. (MINDEN 16189)	\$5,900.00
Work performed by Closets and Cabinetry (MINDEN 16190)	\$22,800.00
To repair concrete (MINDEN 16191; MINDEN 16445-16575)	\$18,500.00
Painting of Exterior of Residence (MINDEN 16193; MINDEN 16445-16575)	\$13,900.00
Work performed by Roberts Roof & Floor (MINDEN 16196)	\$495.00
Remediation and Repair of Interior of Residence (M.GEIB_1-240; M.GEIB_270; MINDEN 16445-16575)	\$240,054.00 - \$322,692.93
Total amount of insurance premiums paid to Allstate (approximate)	\$140,000.00
Impact on equity of residence	\$6,500,000.00
Loss of use and enjoyment of the residence	\$198,322.00
Rent for six months while Property is repaired	\$36,000.00
Moving expenses while Property is repaired	\$25,000.00
Damage to fine suits and dresses	\$18,000.00

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Description	Damage Amount
Work performed by Immaculate Restoration (GEIB FILE 16-21; MINDEN 16444)	\$6,964.20
Attorneys' Fees and Costs through Aug. 2022 (to be supplemented) (MINDEN 16631-16658)	\$238,886.09
Emotional Distress	\$7,500,000.00
Total:	\$15,149,771.57 - \$15,255,694.00

As a direct and proximate result of Allstate's conduct, the Mindens stand to lose coverage guaranteed by the Policy even though the Mindens have continued to pay their insurance premiums for 19 years.

Because Allstate has refused to honor the Policy and fully cover the damages, the Mindens have been unable to derive use and enjoyment of their home. As a direct and proximate result of the Defendants' conduct, the Mindens have dealt with daily stress and worry of further water damage from their still unrepaired roof and have had to live in a home in complete disrepair.

In order to mitigate their damages, the Mindens have covered the cost to repair some damage to the Property. However, the large majority of the damage to the Property remains in complete disrepair.

Construction costs, labor, and materials have increased substantially from the original repair estimate provided in 2019 and 2020 and the costs to repair the Property will be much greater than originally estimated.

Plaintiffs also seek damages based on lost equity that they have not been able to realize by selling their home. Because Allstate has refused to honor the Policy and fully cover the damages, the Mindens have not been able to sell their home at the height of the real estate market and realize the equity in the Property. Because Allstate has refused to honor the Policy and fully cover the damages, Mindens have not been able to sell their home at the height of the real estate market and the cost of land has increased by 50% and the costs to build a new home has increased by 40%.

Plaintiffs also claim damages for clothes that were ruined by the leaky roof.

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Plaintiffs will seek punitive damages to the fullest extent allowed by law because Allstate's conduct constitutes oppression, fraud, or malice. *See* NRS 42.001 & 42.005.

Plaintiffs will also seek their attorneys' fees and costs in this matter.

Plaintiffs will also seek interest as allowed by law.

(b) Defendant's View:

1. Were the leaks in the Minden roof the result of poor installation and long-term wear and tear?
2. Were any of the concrete tiles on the Minden roof displaced by wind?
3. Did the Minden's failure to preserve the underlayment and damaged tile that were replaced in October of 2020, prejudice Allstate.

VI.

The following are the issues of law to be tried and determined at trial:

(a) Plaintiffs' view: The following issues of law are to be tried and determined at trial include the following (among other possible issues to be presented at trial):

1. Breach of Contract: To succeed on their breach of contract claim, the Mindens must show four elements: (1) a valid contract between the parties; (2) the Mindens' performance under the contract; (3) Allstate's material failure to perform; and (4) damages resulting from the failure to perform. *See* Restatement (Second) of Contracts § 203 (2007); *Calloway v. City of Reno*, 116 Nev. 250, 256, 993 P.2d 1259, 1263 (2000) ("A breach of contract may be said to be a material failure of performance of a duty arising under or imposed by agreement.").
- a. Whether Allstate breached the Policy by only paying for a small fraction of the interior Property damage.
- b. Whether Allstate breached the Policy by not fully covering damaged to the Mindens' roof.

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2. Tortious Breach of the Covenant of Good Faith and Fair Dealing (Bad Faith): An insurance company commits tortious breach when in bad faith, it refuses to pay its insured under their policy without good cause. “The duty violated arises not from the terms of the insurance contract but is a duty imposed by law, the violation of which is a tort.” *U.S. Fidelity & Guaranty Co. v. Peterson*, 540 P.2d 1071 (Nev. 1975). The Nevada Supreme Court has further stated that “[b]ad faith is established where the insurer acts unreasonably and with knowledge that there is no reasonable basis for its conduct.” *Albert H. Wohlers & Co.*, 969 P.2d at 956 (quoting *Guaranty Nat’l Ins. Co.*, 912 P.2d at 272 (emphasis added)). An unreasonable delay in payment can also constitute bad faith. *Guar. Nat’l Ins. Co.*, 912 P.2d at 272 (“[T]his court has addressed an insurer’s breach of the implied covenant of good faith and fair dealing as the unreasonable denial or delay in payment of a valid claim.”). “[A] partial payment does not insulate the insurer from a bad faith claim if it delays or denies paying the entire loss.” *Kingham*, 2017 U.S. Dist. LEXIS 162607, at *4.

a. Whether Allstate committed bad faith in handling the Mindens’ claim. The Mindens allege that the following conduct by Allstate constitutes bad faith (among other conduct by Allstate):

- After Mr. Chavez’s inspection on November 21, 2019, he prepared an estimate of damages to repair the Mindens’ Property. After depreciation and the \$1,000.00 deductible, the total damage to the Mindens’ Property based on Mr. Chavez’s estimate was a mere \$2,887.56, which also included the eight (8) broken roof tiles. That evening after Mr. Chavez’s inspection, Mr. Minden sent a text message to Mr. Chavez stating, “Ceiling came down tonight off the kitchen.” Despite the text message from Mr. Minden, Mr. Chavez did not inspect the Property again and update his estimate.
- Mr. Chavez stated that he was going to arrange for another contractor to come inspect the damage to the Property and prepare a second estimate of the cost of repair. However, despite his notes in the claim file and telling Mr. Minden that Allstate would obtain another estimate, Allstate never obtained a second estimate to repair damage to the Mindens Property.

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- In November and December 2019, Allstate did not issue a check to the Mindens for the \$2,887.56 because, according to Mr. Chavez, “Mr. Minden never authorized me to.” Contrary to Mr. Chavez’ testimony, Allstate’s claim manual requires that payments be made promptly and does exempt prompt payment if the insured does not authorize payment.

- Further, Allstate’s contractor, Thistle DKI, prepared two estimates, one for mold remediation (\$13,742.81) and another for water mitigation (\$24,506.79). Thistle DKI, however, did not prepare an estimate to repair the damage to the Property. Thistle DKI’s estimates and emails indicate additional areas of damage to the Property that was not covered by Mr. Chavez in his estimate on November 21, 2019. Despite knowing that there was more extensive damage to the Property than originally inspected, Mr. Chavez did not inspect the Property again and did not have another estimate prepared of the cost to repair the damage to the Mindens’ Property. Specifically, Mr. Chavez testified as follows:

Q. · · But there’s areas [of damage] included in this [mold estimate] that were not included in your repair estimate, correct?

A. · · Correct.

Q. · · But you didn’t want to do another estimate for the repairs based on this?

A. · · No, because Thistle was doing a repair estimate. So they would include it in that.

Thistle, however, never prepared a repair estimate.

- Allstate’s adjustor and contractor informed the Mindens that water mitigation, mold remediation, and repair of the interior damage should not begin until the roof was repaired to stop the leaking. Allstate, however, was not willing to pay to repair the leaking roof except for eight wind damaged roof tiles. Thus, water mitigation, mold remediation, and repair of the interior damage could not begin until the Mindens paid to repair their leaking roof.
- Allstate had knowledge that water continued to leak into the interior of the Property and cause additional damage to the Property after Mr. Chavez’s inspection because the tarp Allstate’s contractor installed did not cover the entire roof and it was not properly secured. Even though water continued to leak, Allstate did not update its repair estimate. Allstate’s repair estimate completed on November 21, 2019 was incomplete. As Allstate’s claims expert, Mr. Evans, testified, Allstate cannot “determine the final scope and then estimate the costs of repairs until the leak has stopped and that requires repairs to the roof. . . . [Y]ou have to stop the leakage before you know how much damage there is finally to the interior.” Mr. Evans testified that Allstate should have done a reinspection after the roof is repaired to determine the extent of the interior damages. Mr. Evans further testified that Allstate is “likely” liable for additional damage to the Property caused by an incorrectly or insufficiently installed tarp over the roof.

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- Allstate acted unreasonable when it decided to close or suspend the Mindens' claim in late January 2020 even though Allstate had not paid the Mindens for the amounts Allstate knew it owed under the Policy.
- In June 2020, seven months after the filing of the claim, Mr. Bourne caused payment to be issued to the Mindens in the amount of \$2,887.56, which was for the eight (8) broken tiles and Allstate's estimate for the damage to repair the interior of the Property per the estimate prepared by Mr. Chavez on November 21, 2019. Mr. Bourne, Allstate's own adjustor, testified that the payment was not made in a timely or reasonable manner or in accordance with Allstate's policies and procedures. Allstate's 30(b)(6) witness further testified that the \$2,887.56 payment was not paid "promptly" as required by Allstate's claims manual.
- Allstate had knowledge by June 2020, the tarp that its contractor had installed had severely deteriorated, which resulted in additional water seeping through the roof and scraps of debris, tarp, and loose sand from the weight bags descending throughout the Property. In mid-June 2020, Allstate also denied coverage for a replacement tarp to be placed on the roof of the Property even though the first tarp was worn and deteriorated and was not protecting the Property.
- In June 2020, Allstate arranged for Mr. Bosek of EFI to inspect the Property. On June 30, 2020, Mr. Bosek inspected the Property including the roof and prepared a report based on his inspection. Along with the damage to the roof, Mr. Bosek's report identifies substantial damage to the interior of the Mindens' home. Despite the substantial damage noted in Mr. Bosek's report, Allstate never obtained another estimate of the damage to repair the interior of the Mindens' Property other than Mr. Chavez's November 21, 2019 estimate. Mr. Chavez testified that Allstate did not believe another estimate of the interior of the Property was needed despite the increase damage to the Property noted by Mr. Bosek, Allstate's retained engineer:

Q. · · So at this time you weren't focused on the interior damages; is that right?

A. · · Correct.

Q. · · Why didn't you send out a new vendor to do an estimate of the estimate -- or of the interior at this time?

A. · · Again, I'm no longer involved in the claim other than what Jonathan [Bourne] sends me.

Q. · · But you didn't feel like a new estimate was needed for the interior at this point?

A. · · I didn't feel it was, no.
- Allstate only admitted it owed the Mindens the amounts for the mold remediation and water mitigation – \$29,506.79 total – on September 6, 2022, almost three years after Mr. Chavez inspected the Property and as discovery was coming to a close in this matter. Allstate's 30(b)(6) witness testified, however, that it was reasonable and clear to Allstate that it owed those amounts back in December 2019. Thus, it took almost three years and the Mindens filing and litigating this action before Allstate admitted and informed

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the Mindens that it owed them \$29,506.79 and offered to pay it. The Mindens assert that their damages are much greater.

- The \$29,506.79 – which Allstate now admits it owes the Mindens under the Policy – should have been paid to the Mindens back in November or December 2019.
- Allstate claimed that it could not pay the amounts for water mitigation and mold remediation – \$29,506.79 total – until the Mindens provided proof that the work had been completed. However, Allstate’s claim expert and Allstate’s 30(b)(6) witness testified that there is nothing in the Policy that provides that Allstate can withhold payments until certain work is done. Allstate’s 30(b)(6) witness testified that the Mindens were never told that the mold remediation and water mitigation amounts would be paid to them once the work was completed.
- Allstate never informed the Mindens that it was always willing to pay for the mold remediation and water mitigation (\$29,506.79), or any amounts above the \$2,887.56 for that matter. Allstate’s claim expert testified that to act reasonably, an insurer has an obligation to tell its insured if it owes money to the insured under a policy that money will be paid out at some point.
- Allstate’s 30(b)(6) witness testified that Allstate knew very early on that the Mindens’ damages for the claim “far exceeded \$2,887.56.”
- Mr. Chavez did not document or inform the Mindens which eight tiles would be covered, and Allstate does not know which tiles it agreed to cover. Mr. Chavez further testified he did not document all the broken tiles that Allstate was covering by photograph.
- At his only visit to the Property on November 21, 2019, Mr. Chavez advised Mr. Minden to have a roofer come inspect the Property and determine the cause of the damage and costs to repair. Per Mr. Chavez’ instructions, the Mindens arranged for a local roofing company, Prestige Roofing, Inc. (“Prestige”), to inspect the roof and determine the cause of the damage. On November 27, 2019, Prestige informed the Mindens that the damage to the Property was the result of exposure caused by missing or broken roof tiles that were displaced by wind. On December 13, 2019, the Mindens informed Allstate of Prestige’s findings – specifically, that extreme winds shattered and displaced roofing tiles – exposing certain portions of the Mindens’ home. In Prestige’s inspection and resulting estimate, they found a “higher” amount of tile breakage on the Mindens roof and estimated that 600 square feet of tile would have to be replaced on the Mindens’ roof. Despite stating that Allstate would cover any tiles whose breakage could be attributed to a one-time storm occurrent, Allstate was not willing to consider the findings of Prestige and continued to only provide coverage for eight (8) roof tiles.
- Allstate’s own contractor, J&J, found extensive damage to the Mindens’ roof caused by wind and asked that Mr. Chavez walk the Property and roof with them. Mr. Merritt testified that the underlayment or felt on the Mindens’ roof could deteriorate in a “couple of weeks” due to broken or cracked tiles causing

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“sun exposure.” Mr. Merritt further testified that he did not know how Mr. Chavez could have determined that only eight tiles were broken based on the extent of the damage to the Mindens’ roof: “With the amount of damage, the number of tiles across the roof, it’s -- it was -- there’s too much -- too much damage. It was a bigger percentage. So eight -- I wouldn’t know -- even know where the number eight came from, to be honest.”

(b) **Defendant’s View:** Whether Defendant breached its contract of underinsured motorist benefits, and the amount of Plaintiff’s entitlement to contractual underinsured motorist benefits under the breach of contract cause of action. Further, the parties will try the questions of whether Allstate adhered to the common law implied covenant of good faith and fair dealing, as well as the Unfair Claims Practices Act, NRS 686A.310, *et seq.*

VII.

(a) The following exhibits are stipulated into evidence in this case and may be so marked by the clerk:

No.	Description	Bate Numbers
1	Allstate Property and Casualty Insurance Company Declarations and Policy	ALLSTATE POLICY 1-90
2	Allstate Property and Casualty Insurance Company Claim File	ALLSTATE CLAIMS 1-716
2a	Claim Notes	ALLSTATE CLAIMS 1-54
2b	First Notice of Loss Snapshot	ALLSTATE CLAIMS 57-60
2c	Policy and Claim Summary	ALLSTATE CLAIMS 61-63
2d	Email from Allstate to Michael Minden re First Notice of Loss Snapshot	ALLSTATE CLAIMS 87-89
2e	11/14/19 Letter from Allstate to Michael Minden	ALLSTATE CLAIMS 90
2f	12/12/19-12/13/19 Emails between Adam Chavez and Michael Minden	ALLSTATE CLAIMS 91-94
2g	01/29/20 Letter from Adam Chavez to the Mindens	ALLSTATE CLAIMS 95
2h	01/29/20 Letter from Adam Chavez to the Mindens	ALLSTATE CLAIMS 96-97
2i	06/05/20 Letter from Reid Rubinstein to Allstate	ALLSTATE CLAIMS 98-100
2j	06/17/20 Letter from Jonathan Bourne to Reid Rubinstein	ALLSTATE CLAIMS 101
2k	06/05/20-06/17/20 Emails between Jonathan Bourne and Reid Rubinstein	ALLSTATE CLAIMS 102-104

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No.	Description	Bate Numbers
2l	06/25/20 Letter from Reid Rubinstein to Jonathan Bourne	ALLSTATE CLAIMS 105-107
2m	06/26/20 Letter from Jonathan Bourne to Reid Rubinstein	ALLSTATE CLAIMS 108
2n	07/13/20 Email from Jonathan Bourne to Reid Rubinstein	ALLSTATE CLAIMS 109
2o	07/27/20 Email from Jonathan Bourne to Reid Rubinstein	ALLSTATE CLAIMS 110
2p	09/10/20 Emails between from Jonathan Bourne and Reid Rubinstein	ALLSTATE CLAIMS 111
2q	J&J Contracting Records (Photographs)	ALLSTATE CLAIMS 134-205
2r	J&J Contracting Records (Roofing Estimate)	ALLSTATE CLAIMS 206-321
2s	Prestige Roofing Records	ALLSTATE CLAIMS 322-323
2t	Thistle DKI Records/Reports (Estimate for tarping roof/carpentry work)	ALLSTATE CLAIMS 324-330
2u	Thistle DKI Records/Reports (Estimate for mold remediation)	ALLSTATE CLAIMS 331-379
2v	Thistle DKI Records/Reports (Estimate for water mitigation)	ALLSTATE CLAIMS 380-431
2w	Thistle DKI Photo Sheets	ALLSTATE CLAIMS 432-532
2x	EagleView Records/Reports and Photo Sheets	ALLSTATE CLAIMS 533-554
2y	EFI Global Records/Reports	ALLSTATE CLAIMS 555-584
2z	Allstate Records/Reports	ALLSTATE CLAIMS 585-603
2aa	Allstate Photo Sheets	ALLSTATE CLAIMS 604-716
3	Documents received from Kalb Industries of Nevada, Ltd. in response to Defendant's Subpoena Duces Tecum	KALB 1-173
4	Documents received from Prestige Roofing, Inc. in response to Defendant's Subpoena Duces Tecum	PRESTIGE 1-14
5	Documents received from Roberts Roof and Floor, Inc. in response to Defendant's Subpoena Duces Tecum	ROBERTS ROOF 1-52
6	Text messages to/from Pablo Mendoza/Roberts Roof and Floor, Inc. and Michael Minden dated October 8-9, 13-14, 19-21, 23, 27, 30, 2020; November 5, 9-10, 2020; December 15-17, 2020; March 9-10, 2021; and November 8-9, 12-13, 19-20, 2021	ROBERTS ROOF 53-120
7	Email from Marco Rodriguez/Thistle DKI to Michael Minden dated December 11, 2019, with attached mold remediation estimate/proposal	THISTLE DKI 1-49
8	Letter from Allstate to Reid Rubinstein Bogatz 6/17/2020	MINDEN 194
9	Payment from Allstate in the amount of \$2,887.56 6/18/2020	MINDEN 195

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No.	Description	Bate Numbers
10	Map View of Roof (1)	MINDEN 225
11	Images	MINDEN 226-252
12	Text Comments from Roofer	MINDEN 253
13	Additional Photos of Upstairs Damage	MINDEN 429-437
14	Kalb Reconstruction of Lower Roof 10/28/2020	MINDEN 438-448
15	Various invoices and estimates Various	MINDEN 16186-16198
16	Photographs of Plaintiffs' Residence Various	MINDEN 16198-16210
17	Documents produced by Thistle DKI in response to Subpoena Duces Tecum	THISTLE FILE 1-14
18	Letter from Community Association 4/3/2020	MINDEN 16277-16278
19	Letters from Allstate Insurance 1/29/2022	MINDEN 16279-16281
20	Emails 12/2019-12/2020	MINDEN 16282-16316
21	Text Messages 11/2019-10/2020	MINDEN 16317-16359
22	Images: jpeg to PDF	MINDEN 16360-16400
23	Kalb Close Out Documents 2/12/2021	MINDEN 16401-16439
24	Roberts Roof & Floor: Invoice 12/31/2020	MINDEN 16440-16443
25	Immaculate Restoration: Invoice 4/6/2022	MINDEN 16444
26	Immaculate Restoration: Estimate 8/16/2022	MINDEN 16445-16575
27	Text Message: Bart 11/21/2019	MINDEN 16603
28	Xactware Response Letter to SDT 8/31/2022	XACTWARE 1-2
29	Produced Documents	XACTWARE 2-107
30	Images: jpeg to PDF	XACTWARE 108-182

(b) As to the following exhibits, the party against whom the same will be offered objects to their admission on the grounds stated:

(1) Set forth the plaintiff's exhibits and objections to them.

No.	Description	Bate Numbers	Defendant's Objections
31	J&J Contracting Records (Emails between Michael Minden, Daniel Merritt, and Adam Chavez)	ALLSTATE CLAIMS 117-133	Foundation, Relevance, Admissibility

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No.	Description	Bate Numbers	Defendant's Objections
32	Documents received from J&J Contracting, LLC in response to Defendant's Subpoena Duces Tecum	J&J 1-154	Foundation, Relevance, Admissibility
33	Allstate Insurance Company Property Claims Handling Manual (Oct 2018 to Present) <i>PRIVILEGED and CONFIDENTIAL and Subject to Stipulated Protective Order entered on August 15, 2022</i>	ALLSTATE 1-238	Foundation, Relevance, Authenticity, Admissibility
34	Allstate Insurance Company Claim Bulletins US 186 and US 186R1 regarding Introduction of Wind and Hail Percentage Deductible Endorsement for Commercial Customer Policies <i>PRIVILEGED and CONFIDENTIAL and Subject to Stipulated Protective Order entered on August 15, 2022</i>	ALLSTATE 239-245	Foundation, Relevance, Authenticity, Admissibility
35	Allstate Insurance Company Learning Reports for Adam Chavez and Jonathan Bourne <i>PRIVILEGED and CONFIDENTIAL and Subject to Stipulated Protective Order entered on August 15, 2022</i>	ALLSTATE 246-247	Foundation, Relevance
36	Allstate Insurance Company Claim Summaries <i>PRIVILEGED and CONFIDENTIAL and Subject to Stipulated Protective Order entered on August 15, 2022</i>	ALLSTATE 248-251	Foundation, Relevance
37	Allstate Insurance Company Payment Summaries <i>PRIVILEGED and CONFIDENTIAL and Subject to Stipulated Protective Order entered on August 15, 2022</i>	ALLSTATE 252-253, 255-257	Foundation, Relevance
38	Allstate Insurance Company Financial Log <i>PRIVILEGED and CONFIDENTIAL and Subject to Stipulated Protective Order entered on August 15, 2022</i>	ALLSTATE 254	Foundation, Relevance
39	Estimate from Allstate 11/21/2019	MINDEN 53-61	Duplicate of ALLSTATE CLAIMS 589-594
40	Letter from Prestige Roofing, Inc. to Michael Minden 11/27/2019	MINDEN 62	Duplicate of ALLSTATE CLAIMS 323
41	Email string between Michael Minden and Adam Chavez 12/13/2019	MINDEN 63-64	Duplicate of ALLSTATE CLAIMS 93-94

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No.	Description	Bate Numbers	Defendant's Objections
42	Email from Daniel Merritt to Adam Chavez 2/6/2020	MINDEN 65-66	Duplicate of ALLSTATE CLAIMS 117-123 and J&J 12-14, 18-21
43	Email from Daniel Merritt to Michael Minden 2/6/2020	MINDEN 67-70	Duplicate of ALLSTATE CLAIMS 117-123 and J&J 12-14, 18-21
44	Email from Daniel Merritt to Michael Minden 5/13/2020	MINDEN 71-72	Duplicate of ALLSTATE CLAIMS 124-133
45	J & J Contracting Estimate 5/13/2020	MINDEN 73-188	Duplicate of ALLSTATE CLAIMS 206-321
46	Letter from Reid Rubinstein Bogatz to Allstate Insurance 6/5/2020	MINDEN 189-191	Duplicate of ALLSTATE CLAIMS 98-100
47	Email from Jonathan Bourne to Scott Bogatz 6/17/2020	MINDEN 192-193	Duplicate of ALLSTATE CLAIMS 29
48	Letter from Reid Rubinstein Bogatz to Allstate Insurance 6/25/2020	MINDEN 196-198	Duplicate of ALLSTATE CLAIMS 105-107
49	Letter from Allstate to Reid Rubinstein Bogatz 6/26/2020	MINDEN 199	Duplicate of ALLSTATE CLAIMS 108
50	Email from Jonathan Bourne to Scott Bogatz 7/13/2020	MINDEN 200	Duplicate of ALLSTATE CLAIMS 19
51	EFI Global Engineering Report 7/10/2020	MINDEN 201-224	Duplicate of ALLSTATE CLAIMS 561-584
52	Minden, EFI Global Report 7/10/2020	MINDEN 254-277	Duplicate of ALLSTATE CLAIMS 561-584
53	Email From Daniel Merritt – J&J Contracting- 2 5/13/2020	MINDEN 278	Duplicate of J&J 18-21

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No.	Description	Bate Numbers	Defendant's Objections
54	J&J Contracting Itemization 2/1/2020	MINDEN 279-426	Foundation, Relevance, Admissibility
55	Jonathan Bourne's Communication 9/10/2020	MINDEN 427	Duplicate of ALLSTATE CLAIMS 10
56	Invoice 1419TRP from Precision Roofing, Inc. 7/23/2020	MINDEN 428	Duplicate of J&J 24
57	EHDRS 2013-2020 – Highest to Lowest Wind Gust	MINDEN 449-16167	Foundation, Authenticity, Relevance, Admissibility
58	2021-07-06 Re_Minden v. Allstate Email 7/6/2021	MINDEN 16168-16169	Foundation, Authenticity, Relevance, Admissibility
59	Images- Interior 12/2/2019	MINDEN 16170-16175	Foundation, Authenticity, Relevance, Admissibility
60	Notepad Text 12/27/2019	MINDEN 16176	Foundation, Authenticity, Relevance, Admissibility
61	Text Screenshots Multiple	MINDEN 16177-16180	Foundation, Authenticity, Relevance, Admissibility
62	Images- Interior 12/2/2019	MINDEN 16181-16185	Foundation, Authenticity, Relevance, Admissibility
63	Real Estate Report 5/2/2022	MINDEN 16211	Foundation, Authenticity, Relevance, Admissibility
64	Comparable homes for rent	MINDEN 16212-16246	Foundation, Authenticity, Relevance, Admissibility
65	Comparable homes for sale	MINDEN 16247-16276	Foundation, Authenticity, Relevance, Admissibility
66	News Reports & Articles: Weather & Housing Market 9/2019-7/2022	MINDEN 16576-16582	Foundation, Authenticity, Relevance, Admissibility

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No.	Description	Bate Numbers	Defendant's Objections
67	Real Estate Reports 2021-2022	MINDEN 16583-16594	Foundation, Authenticity, Relevance, Admissibility
68	AGC Construction Inflation Report 2/2022	MINDEN 16595-16602	Foundation, Authenticity, Relevance, Admissibility
69	Expenses & Fees 5/2020-7/2022	MINDEN 16604-16630	Foundation, Authenticity, Relevance, Admissibility
70	RRB Attorney Fees & Expenses	MINDEN 16631-16658	Foundation, Authenticity, Relevance, Admissibility
71	Immaculate Restoration File	GEIB_FILE 1- 341	Foundation, Authenticity, Relevance, Admissibility
72	Marcor Platt Expert Report	M.PLATT 1- 79	Foundation, Authenticity, Relevance, Admissibility
73	Immaculate Restoration Estimate	M.GEIB 1-271	Foundation, Authenticity, Relevance, Admissibility
74	Marcor Platt Supplemental Report	M.Platt 80-99	Foundation, Authenticity, Relevance, Admissibility
75	Allstate Mayhem Commercial – Bunch of Wind (https://www.youtube.com/watch?v=bnNICw8KvJE)		Foundation, Authenticity, Relevance, Admissibility
76	Allstate Mayhem Commercial – Snowy Roof (https://www.ispot.tv/ad/IVKj/allstate-mayhemsnow)		Foundation, Authenticity, Relevance, Admissibility
77	Allstate Mayhem Commercial – Racoon in Attic (https://www.youtube.com/watch?v=eCgCLa5i6wk)		Foundation, Authenticity, Relevance, Admissibility
78	https://app.docusket.ch.com/portal/tour/1495966/template/01dd2671-dcf4-4638-9ae8-a9aead06beee?forceDollHouse=1		Foundation, Authenticity, Relevance, Admissibility

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No.	Description	Bate Numbers	Defendant's Objections
79	Email dated September 6, 2022 from Michael Pintar, Esq. to Scott Bogatz, Esq. and Michael Kelley, Esq.		Foundation, Relevance, Admissibility

Plaintiffs reserve the right to introduce any document that was produced in discovery at trial for their case in chief, cross examination, and/or rebuttal. Defendant objects to Plaintiff's reservation and introduction of any document not listed herein.

(2) Set forth the defendant's exhibits and objections to them.

No.	Description	Bate Numbers	Plaintiffs' Objection
80	Documents received from Anthem Country Club Community Association in response to Defendant's Subpoena Duces Tecum	ANTHEM 1-65	Irrelevant

(c) Electronic evidence: Plaintiffs intend to present the electronic evidence listed below for purposes of jury deliberations at this time. See Defendant's objections to the same as noted above in Section VII(b)(1).

No.	Description	Bate Numbers
75	Allstate Mayhem Commercial – Bunch of Wind (https://www.youtube.com/watch?v=bnNICw8KvJE)	None
76	Allstate Mayhem Commercial – Snowy Roof (https://www.ispot.tv/ad/IVKj/allstate-mayhemsnow)	None
77	Allstate Mayhem Commercial – Racoon in Attic (https://www.youtube.com/watch?v=eCgCLa5i6wk)	None
78	https://app.docusket.ch.com/portal/tour/1495966/template/01dd267f-dcf4-4638-9ae8-a9aead06beee?forceDollHouse=1	

(d) Depositions: None at this time. The parties, however, reserve the right to offer deposition testimony consistent with the rules of unavailability once the trial date is set.

(e) Objections to Depositions: The parties reserve the right to object to the use of deposition transcripts and videotaped depositions of any witnesses offered by the parties, to the extent allowable by the rules of evidence, and consistent with the rules of unavailability.

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VIII.

The following witnesses may be called by the parties at trial:

(a) Plaintiffs' Witnesses:

1. Michael Minden
c/o Reid Rubinstein & Bogatz
300 S. 4th St., Suite 830
Las Vegas, NV 89101
(702) 776-7000
2. Theresa Minden
c/o Reid Rubinstein & Bogatz
300 S. 4th St., Suite 830
Las Vegas, NV 89101
(702) 776-7000
3. Luis Diaz De Leon
Rule 30(b)(6) designee and/or custodian of records for Defendant Allstate Property
and Casualty Insurance Company
c/o McCormick, Barstow, Sheppard, Wayte & Carruth LLP
8337 West Sunset Road, Suite 350
Las Vegas, NV 89113
(702) 949-1100
4. Adam Chavez
c/o McCormick, Barstow, Sheppard, Wayte & Carruth LLP
8337 West Sunset Road, Suite 350
Las Vegas, NV 89113
(702) 949-1100
5. Jonathan Bourne, Allstate Property and Casualty Insurance Company
c/o McCormick, Barstow, Sheppard, Wayte & Carruth LLP
8337 West Sunset Road, Suite 350
Las Vegas, NV 89113
(702) 949-1100
6. Rule 30(b)(6) designee and/or custodian of records for Prestige Roofing, Inc.
R. Thomas Romney
3405 Bunkerhill Drive
North Las Vegas, NV 89032
7. Rule 30(b)(6) designee and/or custodian of records for J & J Construction Company
8775 A. Lindell Road, Suite 100
Las Vegas, NV 89139
(702) 333-4888

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8. Daniel Merritt
4734 S Jensen Street
Las Vegas, NV 89147
or
4302 North Gold Dust Trail
Cedar City, UT
(702) 682-2287
9. Robert Bosek, EFI Global Inc.
6380 McLeod Drive, #15
Las Vegas, NV 89044
10. Rule 30(b)(6) designee and/or custodian of records for Roberts Roof and Floor Inc.
Michael McCarthy
Pablo Mendoza
Roberts Roof and Floor Inc.
3250 Sirius Ave.
Las Vegas, NV 89102
11. Mike Geib
Senior Project Manager
Immaculate Restoration & Carpet Care
3255 Pepper Ln # 100A
Las Vegas, NV 89120
12. Rule 30(b)(6) designee and/or custodian of records for Thistle DKI
Marco Rodriquez
Danny Thistle
Thistle DKI
2242 Crestline Loop
North Las Vegas, NV 89030
(725) 235-6375
13. Peter S. Evans
c/o McCormick, Barstow, Sheppard, Wayte & Carruth LLP
8337 West Sunset Road, Suite 350
Las Vegas, NV 89113
(702) 949-1100
14. Marcor G. Platt, SE, PE
PSE
9805 South 500 West
Sandy, Utah 84070
(801) 943-5555
15. Rule 30(b)(6) designee and/or custodian of records for Precision Roofing, Inc.
8775 Lindell Road, Ste. 100
Las Vegas, NV 89139
(702) 969-9700

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16. Rule 30(b)(6) designee and/or custodian of records for Kalb Industries of Nevada, Ltd.
George Jarvis
Josi Dautel
Marty Comatov
5670 Wynn Road
Las Vegas, NV 89118-2313
(702) 365-5252
17. Rule 30(b)(6) designee and/or custodian of records for GSL Electric
Dustin Williams
5100 Sobb Ave.
Las Vegas, NV 89118
(702) 364-5313
18. Rule 30(b)(6) designee and/or custodian of records for Nevada Contract Carpet, Inc.
Jim Bucher
6840 West Patrick Lane
Las Vegas, NV 89118
(702) 362-3033
19. Rule 30(b)(6) designee and/or custodian of records for Absolute Closets and Cabinetry
Jay Ward
6754 Spencer Street
Las Vegas, NV 89119
(702) 896-5450
20. Rule 30(b)(6) designee and/or custodian of records for Reveles Concrete LLC
PO Box 96276
Las Vegas, NV 89183
(702) 996-3143
21. Rule 30(b)(6) designee and/or custodian of records for J. Compton Painting & Paperhanging
Jeff Compton
6115 Grand Teton Dr.
Las Vegas, NV 89131
(702) 375-7621

Plaintiffs reserve the right to call any witness identified by Plaintiffs or Defendant during discovery. Defendant objects to Plaintiff's reservation and introduction of any witness not listed herein.

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PROPOSED JOINT PRE-TRIAL ORDER
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(b) Defendant's Witnesses:

1. Michael Minden
c/o Reid Rubinstein & Bogatz
300 South Fourth Street, Suite 830
Las Vegas, NV 89101
2. Theresa Minden
c/o Reid Rubinstein & Bogatz
300 South Fourth Street, Suite 830
Las Vegas, NV 89101
3. Jonathan Bourne
Allstate Property and Casualty Insurance Company
PO Box 660636
Dallas, TX 75266
4. Adam Chavez
Allstate Property and Casualty Insurance Company
PO Box 660636
Dallas, TX 75266
5. Luis Diaz de Leon
Allstate Property and Casualty Insurance Company
PO Box 660636
Dallas, TX 75266
6. Peter S. Evans
Evans Adjusters
119 Underhill Road
Mill Valley, CA 94941
7. Timothy P. Marshall, PE/Meteorologist
Haag Engineering Co.
1410 Lakeside Parkway, Suite 100
Flower Mound, TX 75029
8. Robert J. Bosek Jr., PE
EFI Global, Inc.
1420 Iowa Avenue, Suite 200
Riverside, CA 92507
9. Robin Callaway, General Manager
Anthem Country Club Community Association
2518 Anthem Village Drive, Suite 110
Henderson, NV 89052
10. Daniel Merritt, Estimator
J&J Contracting, LLC
8775 South Lindell Road, Suite 100
Las Vegas, NV 89139

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11. R. Tom Romney
Prestige Roofing, Inc.
3405 Bunkerhill Drive
North Las Vegas, NV 89032

12. Michael McCarthy
Pablo Mendoza
Roberts Roof and Floor, Inc.
3250 Sirius Avenue
Las Vegas, NV 89102

13. Marco Rodriguez, Estimator
Danny Thistle
Thistle DKI
2710 South Highland Drive
Las Vegas, NV 89109

IX.

The attorneys or parties have met and jointly offer these three trial dates:

April 15, 2024 April 22, 2024 April 29, 2024

It is expressly understood by the undersigned that the Court will set the trial of this matter on one of the agreed-upon dates if possible; if not, the trial will be set at the convenience of the Court's calendar.

X.

It is estimated that the trial will take a total of seven (7) to ten (10) days. A jury trial has been requested by Defendant.

APPROVED AS TO FORM AND CONTENT:

DATED this 17th day of October, 2023

REID RUBINSTEIN & BOGATZ

Bv /s/ Michael S. Kelley
I. SCOTT BOGATZ, ESQ.
Nevada Bar No. 3367
MICHAEL S. KELLEY, ESQ.
Nevada Bar No. 10101
Attorneys for Plaintiffs

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PROPOSED JOINT PRE-TRIAL ORDER
CASE NO. 2:21-cv-151-APG-BNW

DATED this 17th day of October, 2023

McCORMICK, BARSTOW, SHEPPARD,
WAYTE & CARRUTH LLP

By /s/ Michael A. Pintar
JONATHAN W. CARLSON, ESQ.
Nevada Bar No. 10536
MICHAEL A. PINTAR, ESQ.
Nevada Bar No. 3789
Attorneys for Defendant

XI.

ACTION BY THE COURT

This case is set for jury trial on the stacked calendar on April 22, 2024, at 9:00 a.m. in Courtroom 6C. Calendar call will be held on April 16, 2024, at 9:00 a.m. in Courtroom 6C.

DATED this 19th day of October, 2023.

By 
UNITED STATES DISTRICT JUDGE

NOTICE: Due to the large number of criminal cases before this Court, civil trials may be held in a trailing status for months or assigned to another District Court Judge for trial. Therefore, the Court strongly urges the parties to consider their option to proceed before a Magistrate Judge pursuant to Local Rule IB 2-2, in accordance with 28 USC Section 636 and FRCP 73.

The Clerk shall provide the parties with a link to AO 85 Notice of Availability, Consent, and Order of Reference - Exercise of Jurisdiction by a U.S. Magistrate Judge form on the Court's website.